IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

FRIDAY, THE THIRD DAY OF DECEMBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE SRI JUSTICE N.V. RAMANA

WRIT PETITION NO.8250 of 2004

Between:

M. Shiva Kumar S/o Sri Chandrappa
Contractor and Proprietor of M/s. M. Shivakumar & Company
R/o H. NO. 18-4-781/1, Aliabad,
Hyderabad

..... PETITIONER

AND

1 Bharat Sanchar Nigam Limited, rep by its Chairman & Managing

Director, Statesman House,
Connaught Place, New Delhi.
2 The Chief General Manager, Bharat Sanchar Nigam Limited,

Andhra Pradesh Circle, Office at
Doorsanchar Bhavan, Nampally Station road, Hyderabad
3 The General Manager, Bharat Sanchar Nigam Limited, Telecom

District, Nalgonda, Nalgonda District, A.P.,

.....RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed herein the High Court may be pleased to issue a Writ, order or direction more particularly a Writ in the nature of Mandamus, directing the Respondents to pay all the bills together with interest for the works already carried out by the petitioner under the Tender Acceptance Letter No.Z-30/2002-03/Cables/KW/14 dated 01-02-2002 and agreement dated 30-01-2002.

Counsel for the Petitioner: MR.M.NARENDER REDDY

Counsel for the Respondents: MR. A. Rajasekhara Reddy (SC FOR CG)

The Court at the stage of admission made the following:

ORDER:

The case of the petitioner is that pursuant to the Tender agreement entered into between him and the respondents, he has executed certain works. Now, the grievance of the petitioner is that in spite of executing the works, no payments have been made by the respondents. Hence, he filed the present writ petition.

Heard both the counsel. It is represented by both the counsel that during the pendency of the writ petition most of the amounts have been paid to the petitioner, but, there are disputes with regard to payment of certain amounts. It is further submitted that there is a specific clause in the tender agreement itself that if any disputes arose, the same shall be referred for arbitration and the petitioner wants to avail the said remedy.

In view of the above submission, since there is already clause in the tender agreement for arbitration and as the petitioner wants to avail the said remedy, no further orders need be passed in this writ petition. Accordingly the writ petition is closed. No costs.

However, it is needless to observe that in case of further dispute, the petitioner is always at liberty to approach appropriate forum for redressal.

(N. V. RAMANA, J)

Date: 03.12.2004

NSR

To

1 The Chairman & Managing Director, Bharat Sanchar Nigam

Limited, Statesman House, Connaught Place, New

Delhi.

2 Chief General Manager, Bharat Sanchar Nigam Limited,
Andhra Pradesh Circle, Office at Doorsanchar Bhavan,

Nampally Station Road, Hyderabad.

3 General Manager, Bharat Sanchar Nigam Limited,
Telecom District, Nalgonda, Nalgonda District, A.P.

4 Two C.D. Copies.